Held, that the plaintiff may recover only the limited amount. *Williams* v. *Western Union Telegraph Co.*, 203 Fed. 140 (Dist. Ct., E. D. Pa.).

The principal case follows the accepted rule of the federal courts. *Primrose* v. *Western Union Telegraph Co.*, 154 U. S. 1, 14 Sup. Ct. Rep. 1098; *Western Union Telegraph Co.* v. *Coggin*, 15 C. C. A. 231, 68 Fed. 137. It is also in accord with the weight of general authority. *Halstead* v. *Postal Telegraph and Cable Co.*, 193 N. Y. 293, 85 N. E. 1078; *Grinnell* v. *Western Union Telegraph Co.*, 113 Mass. 299. Nearly all jurisdictions, however, disregard the limitation when the act is wilful or grossly negligent. *Dixon* v. *Western Union Telegraph Co.*, 3 App. Div. 60, 38 N. Y. Supp. 1056; *Redington* v. *Pacific Postal Telegraph Cable Co.*, 107 Cal. 317, 40 Pac. 432. But several states hold the stipulation invalid for all purposes on the ground that an exemption from liability for negligence in the conduct of a public business will remove a necessary safeguard against deterioration of the service. *Western Union Telegraph Co.* v. *Chamblee*, 122 Ala. 428, 25 So. 232; *Telegraph Co.* v. *Griswold*, 37 Ohio St. 301, 41 Am. Rep. 500. This position seems in harmony with the rule that an exemption from liability for negligence with respect to service within the public obligation is invalid. *Reed* v. *Western Union Telegraph Co.*, 135 Mo. 661, 37 S. W. 904; *Railroad* v. *Lockwood*, 17 Wall. (U. S.) 357. The majority of the cases endeavor to avoid a conflict with this rule by calling the repeated message the normal and the unrepeated message the special service. This reasoning involves the proposition that a company can refuse to transmit unrepeated messages. This is not justified by authority. *Vermilye* v. *Postal Telegraph and Cable Co.*, 205 Mass. 598, 93 N. E. 635. Therefore the result reached by the chain of cases to which the principal case adds an additional link is not only unfortunate from the point of view of the public to be served but incorrect, in the light of the general law of public service companies.

TORTS — LIABILITY OF MAKER OR VENDOR OF A CHATTEL TO THIRD PERSONS INJURED BY ITS USE — EXPLOSION OF GINGER BEER BOTTLE. — The plaintiff was injured by the explosion of a ginger beer bottle purchased from a vendee of the defendant manufacturing company. The defendant did not know of the defect, but by due care would have discovered it. *Held*, that the plaintiff may not recover. *Bates* v. *Batey & Co.*, 108 Law T. Rep. 1036.

Upon general tort principles a manufacturer should be held liable to others besides the immediate purchaser when with due care he could have discovered the defect. See *Heaven* v. *Pender*, 11 Q. B. D. 503, 510; 19 HARV. L. REV. 372; 44 AM. L. REG. N. S. 292. But it has been established otherwise. *Longmeid* v. *Holliday*, 6 Exch. 761; *Bragdon* v. *Perkins-Campbell Co.*, 87 Fed. 109. An exception is made when the chattel is imminently dangerous to human life. *Thomas* v. *Winchester*, 6 N. Y. 397. For other chattels the defendant is usually held when he had actual knowledge of the defect but not otherwise. *Woodward* v. *Miller*, 119 Ga. 618, 46 S. E. 847; *Heindirk* v. *Louisville Elevator Co.*, 122 Ky. 675, 92 S. W. 608. But an action against the original vendor is allowed in the case of foods. *Bishop* v. *Weber*, 139 Mass. 411, 1 N. E. 154; *Tomlinson* v. *Armour & Co.*, 75 N. J. L. 748, 70 Atl. 314. Thus where the plaintiff swallowed glass contained in a soda bottle the defendant was held though ignorant of its presence. *Watson* v. *Augusta Brewing Co.*, 124 Ga. 121, 52 S. E. 152. But the principal case does not fall within this class of cases, because the injury was not from the consumption of the article as food. On similar facts the same decision was reached in *O'Neil* v. *James*, 138 Mich. 567, 101 N. W. 828. A recent English case showed a tendency to adopt a more liberal rule, allowing recovery to one other than a contracting party when the defect was unknown. *White* v. *Stedman*, 29 T. L. R. 563. But the principal case adheres to the old rule of requiring actual notice.